

PATENT APPLICATION
Attorney Docket 6533/53870

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Toporek et al.

Serial No.: 09/493,338

Filed: January 28, 2000

For: Internet Over Satellite Apparatus

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Packeteer, Inc., a Delaware corporation, at 10201 N. De Anza Blvd., Cupertino, CA 95014, assignee of all right, title and interest to the application identified above, through its Chief Financial Officer, David Yntema, hereby appoints as its principal attorney, Mark James Spolyar, Reg. No. 42164, with full power of revocation and substitution, to prosecute this application and to transact all business in the United States Patent and Trademark Office connected herewith.

All correspondence and telephone calls relating to this application should be directed to:

Customer Number: 30505
Law Office of Mark J. Spolyar
38 Fountain Street
San Francisco, CA 94114
415-826-7966
415-480-1780 fax.

Respectfully submitted,
PACKETEER, INC.

By: David C. Yntema
David Yntema
Its: Chief Financial Officer

Date: Feb 24, 2005

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U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Toporek et al.
Application No./Patent No.: 09/493,338 Filed/Issued Date: 1/28/2000
Entitled: Internet Over Satellite Apparatus
Packeteer, Inc. _____, a Delaware Corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

- 1. ☒ the assignee of the entire right, title, and interest; or
- 2. ☐ an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel/Frame __, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:


- 1. From: Toporek et al. To: Mentat Inc.
The document was recorded in the United States Patent and Trademark Office at Reel 010566, Frame 0487, or for which a copy thereof is attached.
- 2. From: Mentat Inc. To: Packeteer, Inc.
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
- 3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.
[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Feb 24, 2005
Date

David Yntema
Typed or printed name

Signature
Chief Financial Officer
Title

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

3LS! AVAILABLE COPY

ASSIGNMENT OF PATENT RIGHTS

This Assignment of Patent Rights (the 'Agreement') is entered into this 24th day of February, 2005 (the 'Effective Date'), by and between Mentat Inc., a corporation having a place of business at 1145 Gayley Avenue, Suite 315, Los Angeles, CA 90024 ('Assignor'), and Packetnet, Inc., a Delaware corporation with a principal place of business at 10201 N. De Anza Blvd., Cupertino, CA 95014 ('Assignee').

WHEREAS, Assignor is the owner of the following U.S. Patents and patent applications:

- 1) U.S. Patent No. 6,460,085, issued on October 1, 2002 from USSN 09/306,678 filed May 6, 1999, and entitled "Method and System for Managing Memory in an Internet over Satellite Connection";
- 2) U.S. Patent No. 6,529,477, issued on March 4, 2003 from USSN 09/243,185 filed February 2, 1999, and entitled "Internet Over Satellite System";
- 3) U.S. Patent No. 6,584,083, issued on June 24, 2003 from USSN 09/243,554 filed February 2, 1999, and entitled "Internet Over Satellite Method";
- 4) U.S. Patent No. 6,654,344, issued on November 25, 2003 from USSN 09/306,236 filed May 6, 1999, and entitled "Method and System for Controlling Data Flow in an Internet Over Satellite Connection";
- 5) U.S. Application Ser. No. 60/118,227 filed February 2, 1999, and entitled "Internet Over Satellite Apparatus";
- 6) U.S. Application Ser. No. 09/493,338 filed January 28, 2000, and entitled "Internet Over Satellite Apparatus";
- 7) U.S. Application Ser. No. 09/999,777 filed October 23, 2001, and entitled "Multicast Delivery Systems and Methods";
- 8) U.S. Application Ser. No. 60/479,028 filed June 16, 2003, and entitled "Pre-Fetch Communication Systems and Methods";
- 9) U.S. Application Ser. No. 10/870,705 filed June 16, 2004, and entitled "Pre-Fetch Communication Systems and Methods"; and all corresponding international and foreign patent applications (the 'Patent Rights');

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Patent Rights and the underlying inventions described therein, in the United States and throughout the world; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Patent Rights in the United States and throughout the world.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest throughout the world in and to the Patent Rights, the underlying inventions described therein and all existing and future design modifications and improvements thereon, and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom including without limitation any extensions, continuations, continuations-in-part, divisions, reissues, reexaminations, and renewals thereof, or other equivalents thereof, and further, all rights and privileges pertaining to the Patent Rights

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and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom including, without limitation, the right, if any, to sue or bring other actions for past, present and future infringement thereof.

Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions, design modifications and improvements and to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

Assignor further agrees that Assignor will, without charge to Assignee, but at Assignee's expense: (a) cooperate with Assignee in the prosecution of U.S. patent applications and foreign counterparts on the inventions and any design modifications and improvements; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain, maintain, defend or enforce Letters Patent for the inventions, design modifications and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under the preceding paragraph, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact to act for and on his behalf and instead of him, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignee.

This Agreement shall be governed by and enforced in accordance with the laws of the State of California, without giving effect to any conflicts of law principles. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

Mentat Inc.:

Packeteer, Inc.:

By:



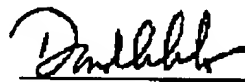
Name: David Ypema

Title: Chief Executive Officer

Date: Feb 24, 2005

Assignment of Patent Rights

By:



Name: Dave Côté

Title: President and CEO

Date: Feb. 24, 2005

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